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Masternode Partners, LLC, Lynne Martin,  
Niya Holdings, LLC, and Nima Momayez*

## UNITED STATES DISTRICT COURT

### DISTRICT OF NEVADA

UTHERVERSE, INC., a Nevada corporation,  
and BRIAN SHUSTER, an individual,

Plaintiffs,

v.

BRIAN QUINN, an individual; JOSHUA  
DENNE, an individual; BLOCKCHAIN  
FUNDING, INC., a Delaware corporation;  
BLOCKCHAIN ALLIANCE LLC, a  
Wyoming Limited Liability Company;  
MASTERNODE PARTNERS, LLC, a  
Wyoming Limited Liability company;  
LYNNE MARTIN, an individual; NIYA  
HOLDINGS, LLC, a Nevada limited liability  
company; NIMA MOMAYEZ, an individual;  
and JEREMY ROMA, an individual.

Defendants.

Case No.: 3:25-cv-00020-MMD-CSD

**STIPULATION AND ORDER TO  
EXTEND DEADLINE FOR  
DEFENDANTS BRIAN QUINN, JOSHUA  
DENNE, BLOCKCHAIN FUNDING, INC.,  
BLOCKCHAIN ALLIANCE LLC,  
MASTERNODE PARTNERS, LLC,  
LYNNE MARTIN, NIYA HOLDINGS,  
LLC, AND NIMA MOMAYEZ TO  
RESPOND TO PLAINTIFFS'  
COMPLAINT**

**(FIRST REQUEST)**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs Uthervese, Inc. and Brian Shuster ("Plaintiffs"), through their counsel of record, Kearney Puzey Damonte Ltd. and Coleman & Horowitz, LLP, and Defendants Brian Quinn, Joshua Denne, Blockchain Funding, Inc., Blockchain Alliance LLC, Masternode Partners, LLC, Lynne Martin, Niya Holdings, LLC, and Nima Momayez ("Defendants"), through their counsel of record, Brownstein Hyatt Farber Schreck, LLP, as follows:

1           1.       On January 10, 2025, Plaintiffs filed their Complaint For Violation Of The  
2 Racketeer Influenced And Corrupt Organizations Act (18 U.S.C. §§ 1961 Et Seq.); Fraud In The  
3 Inducement; Intentional Misrepresentation (Fraud); Conversion; Breach Of Fiduciary Duty; Aiding  
4 And Abetting Breach Of Fiduciary Duty; And Tortious Interference With Contract (the  
5 “Complaint”). ECF 1.

6           2.       Defendants Brian Quinn, Blockchain Funding, Inc., Blockchain Alliance LLC,  
7 Masternode Partners, LLC, and Lynne Martin were served between January 20, 2025 and January  
8 31, 2025.

9           3.       On February 6, 2025, counsel for Defendants sent an email to Plaintiffs’ counsel  
10 that he was in the process of being engaged by the majority of the Defendants and noted his  
11 understanding that certain Defendants have been served and others had not; thus, Defendants’  
12 counsel offered to coordinate service on the remaining Defendants that had not yet been served and  
13 to discuss a universal response date.

14           4.       That same day counsel for the parties discussed over the telephone the status of  
15 service and certain of the Defendants that remained for service. Counsel also discussed a universal  
16 response deadline in light of the varying service dates for the respective Defendants.

17           5.       Defendants’ counsel agreed to accept service for Defendants Joshua Denne, Niya  
18 Holdings, LLC, and Nima Momayez. Counsel agreed that Defendants response deadline would be  
19 February 28, 2025, for the Defendants in light of accepting service for Joshua Denne, Niya  
20 Holdings, LLC, and Nima Momayez.

21           6.       There is a strong public policy in the Ninth Circuit of deciding cases on the merits,  
22 rather than technicalities. *See U.S. v. Signed Personal Check No. 730 of Yubran S. Mesle*, 615 F.3d  
23 1085, 1091 (9th Cir. 2010).

24           7.       Pursuant to LR IA 6-1(a), the Parties wish to extend the deadline for Defendants to  
25 respond to the Complaint by approximately 21 days in order to coordinate Defendants’ response to  
26 the Complaint.

27           8.       No discovery deadlines or dates for trial have been set.  
28

9. Accordingly, the Parties stipulate and agree that Defendants shall have up to and including February 28, 2025, within which to file their response to the Complaint.

10. This stipulation is brought in good faith by the parties and not for purposes of delay.

11. This is the Parties' first request to extend Defendants' response deadline.

**IT IS SO STIPULATED.**

DATED this 27<sup>th</sup> day of February 2025.

DATED this 27<sup>th</sup> day of February 2025.

**BROWNSTEIN HYATT  
FARBER SCHRECK, LLP**

**COLEMAN & HOROWITT, LLP**

By: /s/ Maximilien D. Fetaz  
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*Attorneys for Plaintiffs Uthervers, Inc. and Brian Shuster*

**IT IS SO ORDERED.**

  
UNITED STATES MAGISTRATE JUDGE

DATED: February 28, 2025